

Group Exhibit J

From: Patricia Trompeter <patricia.trompeter@sphere3d.com>
To: Rob Chang <rob@gryphonmining.com>
Cc: Kurt Kalbfleisch <kurt.kalbfleisch@sphere3d.com>, Dan Tolhurst <dan@gryphonmining.com>
Date: Wed, 24 May 2023 15:18:57 -0400
Rob –

I refer you to my attorney's correspondence to your lawyers and our Complaint, which Gryphon has conceded, in Court, states a claim and thus that it provides fair notice of the breaches Gryphon committed. You cannot exhibit ostrich behavior to claim that you do not know what the problem is. It is your job to cure the breaches we identified, not ours.

In any event, my lawyer will send a letter to your attorneys identifying our best approximation of the damage Gryphon has caused. We are of course at a disadvantage here given that discovery has yet to occur, but you have asked, so we will provide it. Our agreement to do so does not change the fact that Gryphon has full notice of its breaches—as evidenced, again, by its concession that Sphere's Complaint states a claim for breach of contract—and that Gryphon will not cure (most likely because the breaches are incurable).

Best,

Patricia

Patricia Trompeter

Chief Executive Officer
203.524-6524



From: Rob Chang <rob@gryphonmining.com>
Date: Wednesday, May 24, 2023 at 10:13 AM
To: Patricia Trompeter <Patricia.Trompeter@sphere3d.com>
Cc: Kurt Kalbfleisch <Kurt.Kalbfleisch@sphere3d.com>, Dan Tolhurst <dan@gryphonmining.com>
Subject: Re: Remediation Plan & Cure

Patti,

Thanks for your email. Contrary to the notion that my email did not warrant a response, I expressly asked Sphere to explain any purported breach by Gryphon so Gryphon could attempt to cure those breaches. That is why we both built a cure period into the MSA, so that we could address and remedy any breaches that may occur. And that is why my email below asked Sphere to "identify, in detail, how it thinks Gryphon has purportedly breached the MSA." Your mischaracterizations cannot change the emails. Your response below only complains that Gryphon did not sell Sphere digital assets under conditions that would require Gryphon to provide Sphere with a working capital loan. But that is not required by the MSA and we do not see how refusing to do so could in any way be construed as a breach. All we are asking is for Sphere to identify for Gryphon what, exactly, Gryphon needs to do, in Sphere's view, to cure any breaches. Without that specificity, it is hard to see how we can even attempt to cure. Maybe that's what Sphere wants, but it's not what Gryphon wants, and it's not what the MSA's cure provisions provide. I urge you to specifically identify how Sphere believes that Gryphon has purportedly breached the MSA, so we can attempt to move forward productively. Your lawyer can guide you further as to how answering versus moving to dismiss Sphere's breach of contract claim has nothing whatsoever to do with whether you have sufficiently identified any alleged wrongdoing so that Gryphon can cure, but suffice it to reiterate that, absent a clear and consistent recitation of how we have breached the MSA, any cure becomes difficult, if not impossible to accomplish.

Your response was clear that you had no intent to undertake any effort at remediation, so I did not see any need to engage further. Rather than offer any sort of remediation, Gryphon has doubled down on its misconduct by refusing to sell our digital assets, in clear violation of the MSA and your fiduciary duties.

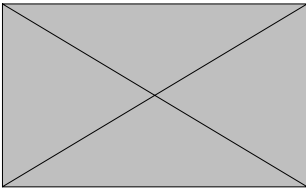
You claim to not “understand the breaches,” but Gryphon has not moved to dismiss our breach of contract allegations, so it clearly understands them. Instead, it denies they occurred at all. Given this posture, we are proceeding under the assumption that Gryphon has no intention to remediate.

Best,

Patricia

Patricia Trompeter

Chief Executive Officer
203.524-6524



From: Rob Chang <rob@gryphonmining.com>
Date: Tuesday, May 23, 2023 at 2:01 AM
To: Patricia Trompeter <Patricia.Trompeter@sphere3d.com>
Cc: Greg Wolfe <greg@dnfilp.com>, Kurt Kalbfleisch <Kurt.Kalbfleisch@sphere3d.com>, Dan Tolhurst <dan@gryphonmining.com>, Hinkes, Andrew M. <Drew.Hinkes@klgates.com>, Moore, Desiree F. <Desiree.Moore@klgates.com>
Subject: Re: Remediation Plan & Cure

Patti. Following up on this.

On Wed, 10 May 2023 at 13:42, Rob Chang <rob@gryphonmining.com> wrote:
Patti,

I appreciate you reaching out. Obviously, much of what you mention in your email is the subject of active litigation, which I will let our respective lawyers handle. From a business-to-business standpoint, though, here are my thoughts.

First, Gryphon hasn't breached the parties' MSA in any way, so I don't think there's anything for Gryphon to “cure” here. Nor do I think such imagined breaches give Sphere any legitimate basis to terminate the MSA.

Second, in order to try and be constructive, we are willing to work with you to address any perceived shortcomings. Still, it is not at all clear from your various correspondences (or your lawsuit, frankly) **what** Sphere actually thinks Gryphon has done to breach the MSA. Instead, you are hurling lots of vague and amorphous buzzwords -- like the “misfeasance” in your email below, or “skimming” in your complaint -- that don't have any actual meaning (or any basis in fact).

Accordingly, if you want us to take your claims seriously – and potentially propose a “remediation plan” (which Gryphon is not obligated to do under the MSA or otherwise), Sphere at a minimum needs to identify, in detail, how it thinks Gryphon has purportedly breached the MSA. As I'm sure you can appreciate, Gryphon cannot effectively cure without that detail.

Bottom line from our standpoint is that both sides entered the MSA, as amended, with eyes wide open less than 18 months ago. Gryphon values the MSA with Sphere, has complied with it at all times, and expects Sphere to do the same. Your accusations now that Gryphon has breached and needs to cure (but also that the breaches are somehow “non-curable”) do not signal that you want to have a good faith conversation about how the parties can maintain their contractual relationship, particularly in light of Sphere's breaches of the MSA. Instead, it looks like Sphere is just looking for a way out of this deal. I look forward to your response.

As you aware, Gryphon is and has been in gross violation of its duties and responsibilities under the MSA. We have raised your non-performance under the MSA throughout the parties' relationship.

Through our letter from our attorney Mr. Wolfe to your attorney Mr. Caponi dated March 22, 2023, we reiterated Gryphon's non-performance, gross negligence, and misconduct. Gryphon's material non-compliance, gross negligence, and misconduct in connection with the MSA is also the subject of our Complaint dated April 7, 2023. Despite the passage of more than a month since Mr. Wolfe's letter and nearly a month since the filing of our Complaint, Gryphon has made no effort to address the issues we have raised, which we in any event view as non-curable given the pattern of gross misfeasance. Given that Gryphon has made no effort to address its misfeasance, it appears that Gryphon shares this view.

If Gryphon contends that its misfeasance is curable, please let us know as soon as possible and set forth, in detail, a remediation plan, including how Gryphon plans to compensate Sphere for its past misconduct. We will otherwise proceed under the assumption that Gryphon has no intention of even attempting to cure its misfeasance.

Best,

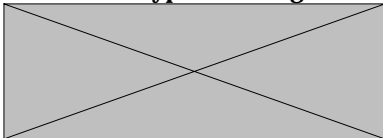
Patricia

Patricia Trompeter
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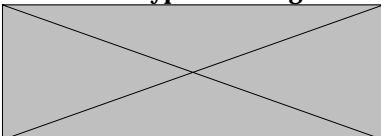
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